

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12 JASON TERPSTRA,
13 Plaintiff,
14

CASE NO. 12-06354 GAF (JCGx)

**[PROPOSED] ORDER
GOVERNING DISCLOSURE OF
CONFIDENTIAL MATERIAL**

**15 COUNTY OF LOS ANGELES,
16 DEPUTY JOSE PEREZ, in his
individual and official capacity,
17 DEPUTY ANTHONY DURAN, in
individual and official capacity, AND
18 DOES 1 THROUGH 15, inclusive,**

Having reviewed and considered the Stipulation Governing Court Ordered Disclosure of Confidential Material, good cause having been shown pursuant to Rule 26(c) of the Federal Rule of Civil Procedure, IT IS ORDERED that the confidential material disclosed by Defendants during the discovery in this action is protected as follows:

24 1. Defendant COUNTY OF LOS ANGELES shall provide to Plaintiff's
25 counsel documents and things which have been designated as confidential by
26 defendants and defendants' counsel. For the purpose of this stipulation and order,
27

1 "CONFIDENTIAL" documents shall be limited to documents disclosed by
2 Defendants related to the personnel files of Jose Perez and Anthony Duran.

3 2. Confidential documents, as designated by defendants and defendants'
4 counsel for the purposes of this stipulation, shall be designated by stamping copies
5 of the document "CONFIDENTIAL." Stamping "CONFIDENTIAL" on the cover
6 of any multi-page document shall designate all pages of the document as
7 confidential, unless otherwise indicated. The "Confidential Stamp" shall not block
8 out or obliterate any document.

9 3. As a condition of receiving such documentation, Plaintiff's counsel
10 shall personally safeguard and keep confidential in their possession, all copies of the
11 information provided by the County of Los Angeles marked CONFIDENTIAL, and
12 all copies are to be used only for the purposes set forth below, and only for the case
13 of *Jason Terpstra v. County of Los Angeles, et al.*, CV 12-06354 GAF (JCGx), and
14 for no other purpose.

15 4. Under no circumstances shall Confidential material either orally, or by
16 written form, be imputed into any computer program or database or listed in any
17 manual, notebook or other listing as it pertains to law enforcement personnel.
18 However, this does not preclude scanning said documents so that they can be
19 utilized for this particular case, including for trial purposes as trial exhibits in
20 compliance with Local Rules.

21 5. Confidential material shall be used only for the prosecution and/or
22 defense of the case of *Jason Terpstra v. County of Los Angeles, et al.*, CV 12-06354
23 GAF (JCGx), or any appeal therefrom, and not for any business or other purpose.
24 Under no circumstances other than those specifically provided for in this or
25 subsequent court orders, or other than with the explicit consent in writing of the
26 producing party with respect to specifically identified Confidential Material, shall
27 Confidential Material or its contents in any way whatsoever be revealed, disclosed,

1 or otherwise made known to persons other than the following:

- 2 (a) Counsel of record for parties that have appeared in this action,
3 and the regular, paid employees of such counsel but only to the
4 extent disclosure is necessary in connection with the
5 representation of Plaintiff. Plaintiff's counsel will ensure its staff
6 and employees are aware of the protective and will abide by its
7 terms.
- 8 (b) Experts or consultants retained in good faith to assist counsel of
9 record in the prosecution and/or defense of this action or any
10 appeal filed herein, but only to the extent disclosure is necessary
11 in connection with such retention and only after such expert has
12 confirmed his or her agreement to be bound by the terms of this
13 Protective Order by signing a Protective Order agreeing to same;
14 However, there is no obligation for the parties to provide a copy
15 of the signed protective order to the other side as consultants are
16 protected by the work product doctrine. Instead, the parties
17 agree that a representation of the opposing counsel that
18 consultants have signed the order is sufficient until said time that
19 expert disclosure is required by law or order.
- 20 (c) Court reporters and/or videographers who record testimony taken
21 in the course of this litigation but only to the extent disclosure is
22 necessary in connection with such recording and only after such
23 reporter has confirmed his or her agreement to be bound by the
24 terms of this Protective Order by signing a Protective Order
25 agreeing to same; it is recognized that in the production of
26 videotapes and/or depositions, various individuals are often
27 involved in the process and that it will be impossible for counsel

1 to obtain signatures of all such administrative helpers, thus only
 2 the reporter and videographer at the deposition need to sign this.
 3 (d) Witnesses, deposed in this action or who appear at trial and/or
 4 any hearing in this action, but only to the extent disclosure is
 5 necessary for relevant questioning in connection with such
 6 deposition or hearing, and only after such witness has confirmed
 7 his or her agreement to be bound by the terms of this Protective
 8 Order by signing a Protective Order agreeing to same; However,
 9 if a witness refuses to sign a protective order that does not
 10 foreclose the deposing party from gathering the information.
 11 Instead, the parties agree they may, upon proper notice to the
 12 other party, apply ex parte for relief and that the witness will
 13 appear for a second session of his/her deposition. Should a
 14 second deposition be ordered, Counsel unnecessarily causing
 15 such shall be responsible for the court reporter costs of the
 16 additional deposition.

17 6. In the event a permitted individual, as defined by paragraph (a)-(d),
 18 does not consent to be bound by this Protective Order, no disclosure of Confidential
 19 Information will be made to such individual. Plaintiff's/Defendants counsel shall be
 20 responsible, where reasonable, for the failure of any third party to comply with the
 21 terms of this Order. However, only the party that actually violates this order may
 22 be subject to punishment in the form of sanctions or contempt motions.

23 7. Any counsel, expert, consultant or investigator retained by counsel for
 24 any party to this case shall not refer to Confidential Information in any other court
 25 proceeding subject to further order of this court, unless said information was already
 26 made public in trial or appellate hearings or unless this Order has been modified to
 27 allow it.

1 8. This Protective Order, and the obligations of all persons thereunder,
2 including those relating to the disclosure and use of Confidential Information, shall
3 survive the final termination of this case, whether such termination is by settlement,
4 judgment, dismissal, appeal or otherwise, until further order of the court.

5 9. Nothing in this Protective Order is intended to prevent officials or
6 employees of the Los Angeles County Sheriff's Department, individual Deputy
7 Sheriffs, or other authorized individuals from having access to Confidential
8 Information to which they would have had access in the normal course of their
9 duties.

10 10. Plaintiff's and Defendants counsel shall not cause, and shall take
11 reasonable efforts to protect against disclosure of the contents of the confidential
12 information received from the County of Los Angeles or plaintiff beyond the
13 disclosure permitted under the terms and conditions of this Protective Order,
14 including but not limited to, all news and entertainment media and any social media
15 or internet site.

16 11. If confidential material is included in any papers to be filed in Court,
17 such papers shall be labeled "Confidential – Subject to Court Order" and filed under
18 seal until further order of the Court.

19 12. There shall not be any limitations on the use of any documents marked
20 confidential in a trial or other court proceeding after a court order permitting the
21 admissibility and/or publishing of said document. Once ordered admissible, the
22 parties may not prevent the use of said confidential information in trial for example,
23 even if there are members of the public or the media in the Court during trial. It is
24 recognized the Courts are public forums. Nothing in this confidentiality order shall
25 be used to limit the ability of any party to use the confidential documents in a trial as
26 exhibits, for direct exam, cross exam, opening statement, closing argument or any
27 other Court process. If any members of the media report on that information, the

1 attorneys are not subject to any repercussions for the disclosure of such information
2 in the press. Further, all such documents may be used for an appeal as well,
3 without the attorneys violating this order. Further, once the Court orders a
4 confidential document admissible, counsel for Defendant agrees to provide a "clean"
5 copy to Plaintiff without the "confidential" stamp within three working days or as
6 ordered by the Court. "Clean" copies may be used as trial exhibits.

7 13. The Court shall retain jurisdiction to resolve any dispute concerning the
8 use of information disclosed hereunder.

9 14. Upon termination of the judicial process in this case, Plaintiff's counsel
10 shall return to counsel for defendants all documents and material designated as
11 confidential and all copies of same. All confidential information received from
12 Defendants is to be deleted from all files, databases, etc., in the possession of
13 Plaintiff's counsel's office.

14 15. Any party can challenge the designation of a document as confidential.
15 If there is such a challenge, it will be ruled upon by the Court. The party claiming a
16 document is confidential has the burden of demonstrating it is confidential.

17 16. If a party believes another party has violated this Protective Order, they
18 may advise the Court of said violation, seeking the legal remedies available by law
19 and that the Court deems are proper after a full hearing on the subject.

20

21

IT IS SO ORDERED

22

DATED: February 20, 2013_____

23

24

25


HON. JAY C. GANDHI
United States Magistrate Judge

26

27

28

HOA.955812.1

12-06354 GAF (JCGx)

[PROPOSED] ORDER RE:
DISCLOSURE OF CONFIDENTIAL
MATERIALS